

June 21, 2002

Docket Clerk California Public Utilities Commission 505 Van Ness Avenue San Francisco, California 94102

RE: A. 01-06-044

Dear Docket Clerk:

Enclosed for filing with the Commission are the original and seven copies of the following document regarding the above-captioned action:

PETITION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR EXPEDITED MODIFICATION OF DECISION 01-09-014

We would request that a copy of this document be file-stamped and returned to this office for our records. A self-addressed, stamped envelope is enclosed for your convenience.

Your courtesy in this matter is appreciated.

Very truly yours,

Jennifer M. Tsac

JMT:scp:LW021700032 Enclosures

cc: All Parties of Record in A.01-06-044 and A.00-11-038 (U 338-E)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)	
SOUTHERN CALIFORNIA EDISON)	Application No. 01-06-044
COMPANY (U 338-E) for Expedited)	(Filed June 25, 2001)
Approval of Servicing Agreement between)	
State of California Department of Water)	
Resources and Southern California Edison)	
Company Pursuant to Chapter 4 of the)	
Statutes of 2001 (Assembly Bill 1 of the)	
First 2001-2002 Extraordinary Session).)	
	_)	

PETITION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR EXPEDITED MODIFICATION OF DECISION 01-09-014

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Dated: June 21, 2002

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PETITION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR EXPEDITED MODIFICATION OF DECISION 01-09-014

I.

INTRODUCTION

Pursuant to Rule 47 of the Rules of Practice and Procedure of the California Public Utilities Commission (the "Commission"), Southern California Edison Company ("SCE") hereby files this Petition for Expedited Modification of Decision (D.) 01-09-014 issued September 6, 2001, in the above proceeding (the "Petition"). In D. 01-09-014, the Commission approved the Servicing Agreement between the California Department of Water Resources ("DWR") and SCE. Subsequently, in D.02-04-047, the Commission approved of the First Amended and Restated Servicing Agreement between DWR and SCE.

LW021700032

SCE and DWR have recently entered into Amendment No. 1 to the First Amended and Restated Servicing Agreement (the "Amendment") for the following purposes:

- To provide a separate line item on the Consolidated Utility Bill for Bond Charges; and
- To implement the 2002 20/20 Program as ordered by the Commission pursuant to Resolution E-3770.

SCE requests that the Commission modify D.01-09-014 to adopt the Amendment. SCE has attached the Amendment to this Petition as Appendix A. SCE also requests an expedited review and decision process on this Petition, as proposed below, in order to facilitate the expeditious implementation of the 2002 20/20 Program and issuance of bonds by DWR.

II.

BACKGROUND

On June 25, 2001, SCE filed A.01-06-044, seeking Commission approval of the Servicing Agreement between DWR and SCE. The Servicing Agreement was entered into between DWR and SCE pursuant to Chapter 4 of the Statutes of 2001, hereinafter referenced as "AB 1X-1." AB 1X-1 in Water Code Section 80106(a) provides that DWR may contract with electrical corporations (such as SCE) to transmit and distribute power being provided by DWR to electric consumers, and for the electrical corporations to provide billing, collection, and other related services as agent for DWR. In D.01-09-014, the Commission approved, with certain revisions, the Servicing Agreement.

On March 29, 2002, SCE filed a Petition for Expedited Modification of D.01-09-014 seeking approval of the First Amended and Restated Servicing Agreement, which incorporated certain changes necessitated by the Rate Agreement between the Commission and DWR (adopted by D.02-02-051) and by the February 28, 2002,

Letter Agreement between SCE and DWR (accepted by the Commission in D.02-03-058). On April 22, 2002, the Commission granted SCE's Petition pursuant to D.02-04-047.

On May 23, 2002, Governor Davis issued Executive Order D-56-02, ordering DWR to implement a limited-term rate reward program (the "2002 20/20 Program") for conservation efforts by residential customers of the utilities, similar to the 20/20 program offered in 2001. On June 6, 2002, the Commission issued Resolution E-3770 ordering SCE to implement the 2002 20/20 Program.

III.

BASIS FOR MODIFICATION

SCE respectfully requests that the Commission grant this Petition pursuant to Rule 47 to facilitate implementation of the 20/20 Program, which commences July 1, 2002, and to facilitate the expeditious issuance of bonds by DWR.

IV.

PROPOSED MODIFICATIONS

Rule 47(b) requires that the petitioner state concisely the justification for the proposed modification(s) and propose specific wording to carry out the requested modification(s). As discussed above, the proposed Amendment No. 1 to the First Amended and Restated Servicing Agreement is intended to implement the 2002 20/20 Program as ordered by Governor Davis in Executive Order D-56-02 and by the Commission in Resolution E-3770 and to provide a separate line item on the Consolidated Utility Bill for bond charges. All of the changes are consistent with prior Commission decisions, specifically, Resolution E-3770 (which ordered the 2002 20/20 Program) and D.02-02-051 (which approved the Rate Agreement providing for separate Bond Charges), and therefore should be approved by the Commission.

The specific changes to the Servicing Agreement proposed by SCE are shown in Appendix A. SCE proposes that D.01-09-014 be modified to adopt Amendment No. 1 to the First Amended and Restated Servicing Agreement by making the following textual changes to D.01-09-014:

New Finding of Fact

29. SCE and DWR have negotiated Amendment No. 1 to the First Amended and Restated Servicing Agreement consistent with Resolution E-3770 and D.02-02-051.

New Conclusion of Law

15. SCE's and DWR's Amendment No. 1 to the First Amended and Restated Servicing Agreement is reasonable and in the public interest.

Revised Ordering Paragraph:

10. Amendment No. 1 to the First Amended and Restated Servicing Agreement that was executed by and between DWR and SCE on June 20, 2002, attached as Appendix A of this decision, is approved.

V.

SERVICE OF PETITION

Pursuant to Rule 47(c), this Petition has been filed and served on "all parties to the proceeding or proceedings in which the decision proposed to be modified was made," i.e., all parties to A.01-06-044. SCE has also served this Petition on all parties to the Rate Stabilization Proceeding, A.00-11-038.

VI.

TIME FOR PROCESSING THIS PETITION

Rules 47 and 77.1 through 77.5(f) provide schedules for processing petitions for modification and issuing decisions in response to them. SCE requests that the Commission, through an ALJ or Assigned Commissioner's Ruling, shorten the time

for processing and issuing a decision in response to this Petition for Modification to the dates proposed below. DWR and SCE desire that the Commission act on this Petition at the June 27, 2002, Commission meeting, in order to expedite both the implementation of the 2002 20/20 Program, which begins on July 1, 2002, and the issuance of bonds pursuant to AB 1X-1. Thus, an expedited schedule is justified and is in the best interests of SCE's ratepayers and the residents of the State of California.

SCE proposes the following schedule:

Petition for Modification filed: June 21, 2002

Responses to Petition due: June 24, 2002

Proposed Decision issued: June 25, 2002

Comments on Proposed Decision: June 26, 2002

Decision issued: June 27, 2002

The Commission should require all filings to be served by electronic mail on all parties.

VII.

CONCLUSION

For the reasons set forth above, SCE respectfully requests that the Commission approve Amendment No. 1 to the First Amended and Restated Servicing Agreement and modify D.01-09-014 as requested above.

Respectfully submitted,

MICHAEL D. MONTOYA JENNIFER M. TSAO

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June 21, 2002

APPENDIX "A"

STATE OF CALIFORNIA THE RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 1
TO THE
FIRST AMENDED AND RESTATED SERVICING AGREEMENT
BETWEEN THE
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
SOUTHERN CALIFORNIA EDISON COMPANY

THIS AMENDMENT to the First Amended and Restated Servicing Agreement is made this 21th day of June, 2002, by and between the State of California Department of Water Resources ("DWR"), separate and apart from its powers and responsibilities with respect to the State Water Resources Development System, and Southern California Edison Company, a California corporation ("Utility"). DWR and Utility are sometimes collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

- A. Under Chapter 4 of Statues of 2001 (Assembly Bill 1 of the First 2001-02 Extraordinary Session, as amended) of the State of California (the "Act"), DWR is authorized to sell electric power and energy to Customers.
- B. Utility is engaged in, among other things, the transmission and distribution of electrical services to customers in its service territory, the billing and collection for electrical services and other charges, and the ownership, installation and reading of electrical meters for such customers.
- C. The Act and Applicable Commission Orders allow DWR and the Utility to enter into contracts under which the Utility provides for the transmission and distribution of all power sold or made available for sale by DWR to Customers, and provides billing, collection and related services, as agent for DWR, on terms and conditions that reasonably compensate Utility for its services.
- D. On June 23, 2001, the Parties entered into a Servicing Agreement (the "Original Agreement") to set forth the terms under which Utility will provide for the transmission and distribution of DWR Power as well as billing and related services. On September 6, 2001, the Commission approved the Original Agreement pursuant to Decision 01-09-014.

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- E. On March 29, 2002, the Parties entered into a First Amended and Restated Servicing Agreement (the "Amended and Restated Agreement"), amending and restating the Original Agreement. The Amended and Restated Agreement became effective on April 22, 2002, upon approval by the Commission pursuant to Decision 02-04-047.
- F. Pursuant to the Amended and Restated Agreement, Utility has agreed to bill, collect and remit Bond Charges to DWR upon the implementation thereof by the Commission.
- G. On May 23, 2002, Governor Davis issued Executive Order D-56-02, ordering DWR to implement a limited-term rate reward program (the "2002 20/20 Program") for conservation efforts by residential customers of Utility, similar to the so-called "20/20" program offered in 2001. Pursuant to Resolution E-3770 adopted on June 6, 2002, the Commission has ordered Utility to implement the 2002 20/20 Program.
- H. The Parties desire to further amend the Amended and Restated Agreement (as so amended, the "Agreement") to provide for a separate line item on the Consolidated Utility Bill for Bond Charges and to implement the 2002 20/20 Program.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, the Parties agree as follows:

- 1. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given in the Amended and Restated Agreement. Unless otherwise specified in this Amendment, all references herein to sections, subsections, paragraphs, subparagraphs, clauses and the like shall be references to portions of the Amended and Restated Agreement.
- 2. Notwithstanding anything to the contrary in the Agreement, all DWR Revenues and DWR Charges shall constitute property of DWR. Nothing in this Section 2 shall be construed to imply any obligation on the part of the Utility to make payments to DWR in respect of DWR Charges not actually collected from Customers in accordance with this Agreement.
- 3. A new subsection (d) is hereby added to Section 2.2 of Service Attachment 1, as follows:
 - (d) Notwithstanding subsections (a), (b) and (c), above, the Consolidated Utility Bill shall, upon Commission implementation of Bond Charges, (i) at all times thereafter contain a separate line item for Bond Charges and (ii) so long as DWR is providing Power to Customers, contain a statement to the effect that the Consolidated Utility Bill includes Charges for power provided by DWR for which DWR is collecting "X" cents per kilowatt hour (where X = the current Power Charge). DWR shall pay SCE its incremental costs incurred to implement the separate line for Bond Charges as additional fees for additional services in accordance with Section 7 and Attachment G of the Agreement.
- 4. The Parties agree that the 2002 20/20 Program is included within the scope of Section 4.3 as an extension or modification of the 20/20 Program offered in 2001, and that

Section 4.3 grants Utility full authority to recover its costs for such program, as provided in Section 4.3 and otherwise in the Agreement.

- 5. Attachment F, attached to this Amendment, is hereby incorporated into the Agreement by this reference, and hereby replaces the Attachment F attached to the Amended and Restated Agreement. The Parties hereby agree to the terms and conditions of Attachment F and all references to Attachment F in the Agreement shall hereafter refer to Attachment F of this Amendment.
- 6. This Amendment shall become effective upon approval by the Commission, except that reimbursement to SCE for the 2002 20/20 Program rebate costs and implementation costs may commence in accordance with Attachment F, attached hereto, prior to Commission approval of this Amendment. In the event this Amendment is not approved by the Commission, payments for the 2002 20/20 Program shall be in accordance with the provisions incorporated by this Amendment and the Amended and Restated Agreement as it exists as of the date hereof concerning the payment of fees and charges as set forth in Section 7 of such Amended and Restated Agreement.
- 7. This Amendment may be signed in one or more counterparts, which, taken together, shall constitute one and the same instrument.
- 8. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment shall be deemed to be a part of the Agreement and the Agreement and this Amendment shall be deemed to be one and the same instrument. All references to the "Servicing Agreement" or to the "Agreement" in the Agreement or in this Amendment shall hereafter mean the Agreement as amended hereby, unless the context requires a different interpretation. The parties intend this Amendment to amend the Amended and Restated Agreement, and in the event of irreconcilable conflict between the terms of such Amended and Restated Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates indicated below, to be effective as of the first date on which both Parties have executed this Amendment.

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

SOUTHERN CALIFORNIA EDISON COMPANY

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Approved as to legal form and sufficiency:	
Chief Counsel Department of Water Resources	

DOCSSC1:299860.7 40023-9 REL IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates indicated below, to be effective as of the first date on which both Parties have executed this Amendment.

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES	COMPANY
Ву:	Ву:
Name: texer S. GARRIS	Name:
Title: Depony DIRECTOR	Title:
Date: 6/21/02	Date:
Approved as to legal form and sufficiency:	e e e e e e e e e e e e e e e e e e e
Chief Counsel Department of Water Resources	

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates indicated below, to be effective as of the first date on which both Parties have executed this Amendment.

STATE OF CALIFORNIA DEPARTMENT

SOUTHERN CALIFORNIA EDISON

JUNETY

Attorney

Chief Counsel

Department of Water Resources

ATTACHMENT F SOUTHERN CALIFORNIA EDISON COMPANY CALCULATION METHODOLOGY FOR REDUCED REMITTANCES PURSUANT TO 20/20 PROGRAM FOR 2001 AND 2002

Reimbursement of 20/20 Rebate Costs for 2001 and 2002 Programs

Utility will utilize the method set forth in Attachment B to remit DWR Revenues to DWR. Payments to DWR (less the 20/20 rebate deduction) for DWR Charges will be remitted as the bills are paid by the customer. The 20/20 rebate will credit (reduce) the current DWR Charges on the Customer's bill. If the current DWR Charges on the Customer's bill are less than the 20/20 rebate, the remaining rebate will be applied to older DWR Charges. If there is still a remaining credit after all DWR Charges are offset, the remaining rebate will be applied as a credit pursuant to Utility payment posting priority rules and will offset other charges. Because DWR is funding the rebate program, Utility will recover any excess rebate amount by deducting it from the Daily Remittance(s) made to DWR. This will be reflected in the Utility's monthly summary report as "amount previously remitted." If, upon or after termination of this Agreement, excess rebates are owed, Utility will invoice DWR for such rebates as Additional Charges pursuant to Section 7 of the Agreement.

Reimbursement of 20/20 Implementation Costs for 2001 and 2002 Programs

DWR will pay to Utility an implementation fee and recurring fees in order to cover Utility's reasonable development and on-going costs for the procedures, systems and mechanisms that are necessary to implement the 20'20 Program. Utility shall invoice DWR for payment of the implementation fee and recurring fees with reasonable supporting documentation in accordance with Section 7.2 of the Servicing Agreement.

20/20 Fee Schedule for 2001 Program

The intent is to reimburse the actual, incremental costs incurred by Southern California Edison (SCE). SCE will exercise its best efforts in managing their operations to minimize costs and keep within the budgeted costs shown below:

Estimated 20/20 Governor's Executive Order (March 13, 2001)

Incremental Costs

O&M	Expense Items		Startiup				
		Angelia	2001	\$2001 A	2002	2003	2004
1	Billing Infrastructure Maintenance	Annual Cost			182,801	181,199	172,068
2	Billing Application System Maintenance	Annual Cost		12,171	33,378	34,720	36,039
3	Bundled Svc/C&I Letters, postage, Internet Access	Annual Cost		188,766			:
4	Rebills	Annual Cost		84,698			
5	Field Visit	Annual Cost		108,844			
6	Call Center Billing Inquiry	Annual Cost		315,742			
7	Call Center Training Development, Delivery and Materials	One Time Fee	98,049				
	Total O&M Expenses		98,049	710,220	216,179	215,919	208,108

Capital	Items						
1	Billing System Infrastructure Upgrade	One Time Purchase	898,825			To part of the second s	
2	Billing Application System Development	One Time Fee	514,500				
	Total Capital	a longing 3 was	1,413,325				
				492		and the	
Total O&N	/ Expenses and Capital		1,511,374	710,220	216,179	215,919	208,108

Key Cost Assumptions for 2001 Program:

- ⇒ 20/20 Rebate Program effective date <u>June 1, 2001</u>; termination date <u>Oct. 31, 2001</u>.
- ⇒ Billing Infrastructure includes CSS and CRISS systems upgrade.
- Programming costs include changes to SCE billing system for residential and non-residential customers to establish and display rebate information, including prior usage, baseline allowance, credit, etc.
- Survival of Payment Obligation Clause: System infrastructure and application will be maintained up to 2004 with the anticipation of continued rebill and collection activities.
- CCO (Customer Communication Org.) anticipates average 30% increase of handle time from TURN ON/OFF calls; average 20% increase in billing inquiries from July to October; average 30% of Billing Inquiries (BI) will be escalated to BI cases demanding higher level involvement for resolution.
- ⇒ Average 10% of BI cases will result in field visits.
- Anticipate an average of additional 3,000 monthly rebills. Rebills will be continued up to 2004, as part of our continued ongoing operation.
- ⇒ Costs are estimated. SCE reserves the right to adjust costs as needed.

20/20 Fee Schedule for 2002 Program

Estimated 20/20 Governor's Executive Order (May 23, 2002)

Incremental Costs

O&M	Expense Items		Start Up		PROTECTION OF THE PROTECTION O	oine	
1		****	2002	2002 男	2003	第2004第	2005拳
1	Billing Infrastructure Maintenance	One time fee & Annual Cost	2,000	102,400	221,100	238,800	257,900
2	Billing Application System Development and Maintenance	One time fee & Annual Cost	201,100		5,700	5,900	6,200
3	Program Management	Annual Cost		16,640			;
4	Rebills	Annual Cost		54,700			·
5	Field Visit	Annual Cost		103,100			
6	Call Center Billing Inquiry	Annual Cost		162,000			
7	Bill Inserts	Annual Cost		31,163			
8*	Media Campaign – SCE's Respective share of the \$3 million Media Fund	Pending					
	Total O&M Expenses		203,100	470,003	226,800	244,700	264,100

^(*) SCE will receive a percentage of the presently estimated \$3 million cost to implement a statewide advertising campaign, which is contemplated by the CPUC and the Governor. This cost will be proportionally allocated among the three utilities.

Capital	Items					ų , ž ė ,	
1	Billing System	One Time			-		
	Infrastructure Upgrade	Purchase					
2	Billing Application System	One Time		į			
	Development	Fee				_	
	Total Capital						
is .							and the second
Total O&N	Expenses and Capital		203,100	470,003	226,800	244,700	264,100

Key Cost Assumptions for 2002 Program:

- ⇒ 20/20 Rebate Program applies to residential customers only and is effective on <u>July1, 2002</u> and terminates on <u>October 31, 2002</u>.
- ⇒ 20/20 Rebate Program is applicable only to residential customers served under both time-ofuse and non-time-of-use rate schedules except for direct access, self-generation (E-Net), and unmetered customers.
- ⇒ 20/20 Rebate Program applies to customers who reduce their consumption over the comparable period in 2000 by 20 percent. If the customer has no comparable usage in 2000, its usage each month will be compared with the baseline allowance for its baseline zone.
- Programming costs include changes to SCE billing system for residential customers to establish and display rebate information, including prior usage, baseline allowance, credit, etc.
- Survival of Payment Obligation Clause: System infrastructure and application will be maintained up to 2005 with the anticipation of continued rebill and collection activities.
- CCO (Customer Communication Org.) anticipates average 15% increase of handle time from TURN ON/OFF calls; average 10% increase in billing inquiries from July to November; average 15% of Billing Inquiries (BI) will be escalated to BI cases demanding higher level involvement for resolution.
- Average 10% of BI cases will result in field visits, 2.5% of BI cases will result in meter tests.
- Anticipate an average of additional 1,800 monthly rebills. Rebills will be continued up to 2005, as part of our continued ongoing operation to support customer inquiries.
- ⇒ Costs are estimated. SCE reserves the right to adjust costs as needed.

Expense Tracking and Costs Assumptions for 2001 and 2002 Programs.

If SCE's monthly expense tracking systems or mechanisms shows that costs are running greater than 15% higher or lower than estimated, SCE shall notify DWR of the reasons for the variance. SCE will invoice as "additional fees" or refund to DWR on a quarterly basis for any over or under collection of fees if greater than 15% or as agreed upon by the parties. Requests for additional services, not provided for in the Agreement or Attachment G, will be mutually agreed upon by the parties prior to rendering service to determine labor and systems constraints. Cost for additional services shall be negotiated in good faith by the parties prior to rendering service.

Approved costs will be reimbursed in accordance with Section 7.2 of the Servicing Agreement. Each invoice for additional costs must include:

- Appropriate documentation for fixed amounts where tracking these costs is burdensome.
- Hourly labor rates and total hours to complete a task acceptable, such as programming the billing systems (Estimates should always cover maximum effort expected with any

contingencies. This will avoid having to come back and amend service agreement if total authorized amounts are exceeded).

• Provide invoices or vendor receipts for equipment purchases.

20/20 Program Reporting for 2001 and 2002 Programs

- 1. Bi Monthly To the extent reasonably possible, SCE shall provide DWR with a report showing the aggregated dollar amount and number of 20/20 credits applied to Customer accounts at least twice monthly.
- 2. Monthly To the extent reasonably possible, SCE shall provide DWR with monthly reports showing the monthly total number of Customer accounts by customer class, average percent amount and average credit amount of 20/20 credits. In addition, SCE will provide prior year and current years system wide monthly kWh average. Monthly reports will be completed within 10 Business Days after the first of each month.
- 3. Program Summary To the extent that SCE completes any additional analysis of the results of the 20/20 Program, such as by qualification type, SCE will provide to DWR such analysis. Any additional findings, including "lessons learned" and recommendations for future similar programs, will also be provided to DWR.

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to the Commission's Rules of Practice and Procedure, I have this day served a true copy of PETITION OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) FOR EXPEDITED MODIFICATION OF DECISION 01-09-14 on all parties identified on the attached service list. Service was effected by means indicated below:

囡	Placing the copies in properly addressed sealed envelopes and
	depositing such envelopes in the United States mail with first-class
	postage prepaid (Via First Class Mail);
	Placing the copies in sealed envelopes and causing such envelopes to be
	delivered by hand to the offices of each addressee (Via Courier);
¤	Transmitting the copies via facsimile, modem, or other electronic means (Via Electronic Means).

Executed this 21st day of June, 2002, at Rosemead, California.

Susan Quon

Project Analyst

SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue Post Office Box 800 Rosemead, California 91770